

<i>SERFF Tracking Number:</i>	<i>PRTB-125827503</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Protective Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40379</i>
<i>Company Tracking Number:</i>	<i>END1000</i>		
<i>TOI:</i>	<i>CR04G Group Credit - Life</i>	<i>Sub-TOI:</i>	<i>CR04G.003 Single Premium</i>
<i>Product Name:</i>	<i>Endorsements</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Filing at a Glance

Company: Protective Life Insurance Company

Product Name: Endorsements

TOI: CR04G Group Credit - Life

Sub-TOI: CR04G.003 Single Premium

Filing Type: Form

SERFF Tr Num: PRTB-125827503

SERFF Status: Closed

Co Tr Num: END1000

Co Status:

Author: Susan Tucker

Date Submitted: 09/23/2008

State: ArkansasLH

State Tr Num: 40379

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 10/03/2008

Disposition Status: Approved

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

## General Information

Project Name:

Project Number:

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 10/03/2008

State Status Changed: 10/03/2008

Corresponding Filing Tracking Number:

Filing Description:

This filing is being made to update our current credit life and disability programs.

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Other

Deemer Date:

We are amending the disclosure filed by your Department on December 2, 2005, to update consumer information. The early payoff disclosure is adding a statement in the event the customer does not receive their refund they can call us for information.

The arbitration endorsements will be adding to the application, certificate and group master policy. The endorsement is for voluntary non-binding arbitration.

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TOI:	CR04G Group Credit - Life	Sub-TOI:	CR04G.003 Single Premium
Product Name:	Endorsements		
Project Name/Number:	/		

## Company and Contact

### Filing Contact Information

Susan Tucker, Regulatory Specialist  
14755 N. Outer Forty Road  
St. Louis, MO 63017

Susan.Tucker@protective.com  
(800) 950-6060 [Phone]  
(636) 536-9311[FAX]

### Filing Company Information

Protective Life Insurance Company  
2801 Highway 280 South  
Birmingham, AL 35223  
(800) 866-3555 ext. [Phone]

CoCode: 68136  
Group Code:  
Group Name:  
FEIN Number: 63-0169720  
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State of Domicile: Tennessee  
Company Type:  
State ID Number:

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Protective Life Insurance Company	\$50.00	09/23/2008	22656329

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/03/2008	10/03/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Linda Bird	10/02/2008	10/02/2008	Susan Tucker	10/02/2008	10/02/2008
Industry Response						

<i>SERFF Tracking Number:</i>	<i>PRTB-125827503</i>	<i>State:</i>	<i>Arkansas</i>
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## Disposition

Disposition Date: 10/03/2008

Implementation Date:

Status: Approved

Comment: Form numbers END-1000-APP-AR (9/08), END-1000-CER-AR (9/08), and END-1000-POL-AR (9/08) have been Withdrawn.

Form number DISC-1301 (3/08) has been Approved.

Rate data does NOT apply to filing.

SERFF Tracking Number: PRTB-125827503 State: Arkansas  
 Filing Company: Protective Life Insurance Company State Tracking Number: 40379  
 Company Tracking Number: END1000  
 TOI: CR04G Group Credit - Life Sub-TOI: CR04G.003 Single Premium  
 Product Name: Endorsements  
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Filing Letter		Yes
Form	Application Endorsement	Withdrawn	Yes
Form	Certificate Endorsement	Withdrawn	Yes
Form	Policy Endorsement	Withdrawn	Yes
Form	Disclosure		Yes

SERFF Tracking Number: PRTB-125827503 State: Arkansas  
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TOI: CR04G Group Credit - Life Sub-TOI: CR04G.003 Single Premium  
Product Name: Endorsements  
Project Name/Number: /

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 10/02/2008

Submitted Date 10/02/2008

Respond By Date

Dear Susan Tucker,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Application Endorsement (Form)
- Certificate Endorsement (Form)
- Policy Endorsement (Form)

Comment: Please review Ark. Code Ann. 23-79-203 and Bulletin 19-89 as to arbitration. Arkansas will only allow voluntary post dispute non-binding arbitration.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

## Response Letter

Response Letter Status Submitted to State

Response Letter Date 10/02/2008

Submitted Date 10/02/2008

Dear Linda Bird,

### Comments:

### Response 1

Comments: In response to your objection to the arbitration provision in the endorsements, we will withdraw those endorsements from consideration and ask only that you consider the disclosure submitted with this filing.

Thank you for your time and attention to this filing.

### Related Objection 1

*SERFF Tracking Number:*      *PRTB-125827503*                      *State:*                      *Arkansas*  
*Filing Company:*              *Protective Life Insurance Company*              *State Tracking Number:*      *40379*  
*Company Tracking Number:*      *END1000*  
*TOI:*                      *CR04G Group Credit - Life*                      *Sub-TOI:*                      *CR04G.003 Single Premium*  
*Product Name:*              *Endorsements*  
*Project Name/Number:*      /

**Applies To:**

- Application Endorsement (Form)
- Certificate Endorsement (Form)
- Policy Endorsement (Form)

**Comment:**

Please review Ark. Code Ann. 23-79-203 and Bulletin 19-89 as to arbitration. Arkansas will only allow voluntary post dispute non-binding arbitration.

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,  
Susan Tucker

SERFF Tracking Number: PRTB-125827503 State: Arkansas  
Filing Company: Protective Life Insurance Company State Tracking Number: 40379  
Company Tracking Number: END1000  
TOI: CR04G Group Credit - Life Sub-TOI: CR04G.003 Single Premium  
Product Name: Endorsements  
Project Name/Number: /

## Form Schedule

**Lead Form Number:** END 1000-AR 9/08

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Withdrawn	END-1000-APP-AR (9/08)	Application/ Enrollment Form	Application Endorsement	Initial			Arbitration for credit application-AR.pdf
Withdrawn	END-1000-CER-AR (9/08)	Certificate Amendment, Insert Page, Endorsement or Rider	Certificate Endorsement	Initial			Arbitration credit certificate-AR.pdf
Withdrawn	END-1000-POL-AR (9/08)	Policy/Contract/Fraternity Certificate: Amendment, Insert Page, Endorsement or Rider	Policy Endorsement	Initial			Arbitration_credit_master_policy-AR.pdf
	DISC-1301 (3/08)	Other	Disclosure	Initial			DISC-1301 3-08 early payoff.pdf



**PROTECTIVE LIFE INSURANCE COMPANY**

**Home Office: Birmingham, Alabama**

**Administrative Office: [14755 North Outer Forty, St Louis, MO 63017 (800) 950-6060]**

The following language will become a part of the debtor's application:

**I UNDERSTAND THAT THIS COVERAGE INCLUDES A VOLUNTARY NON-BINDING ARBITRATION AGREEMENT. THAT AGREEMENT REQUIRES ANY DISPUTE RELATED TO THIS COVERAGE TO BE RESOLVED BY ARBITRATION AND NOT IN A COURT OF LAW. THIS INCLUDES ANY DISPUTE ABOUT THE SALE AND SOLICITATION OF THIS COVERAGE. THE RESULTS OF THE ARBITRATION ARE FINAL AND BINDING ON PROTECTIVE LIFE INSURANCE COMPANY AND ME. THE ARBITRATION DECISION IS MADE BY A PANEL OF 3 ARBITRATORS. THE ARBITRATORS ARE INDEPENDENT AND NEUTRAL PARTIES. THEY WILL DECIDE AFTER HEARING THE POSITIONS OF THE PARTIES. BY ACCEPTING THIS COVERAGE, I AM AGREEING AHEAD OF TIME TO USE ARBITRATION INSTEAD OF A TRIAL IN COURT TO RESOLVE DISPUTES RELATED TO THIS COVERAGE. THIS MEANS I AM GIVING UP A TRIAL BY JURY. ALSO, I AM GIVING UP ANY RIGHT I MAY HAVE FOR CLAIMS TO BE DECIDED IN A CLASS ACTION OR OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER. I UNDERSTAND THAT THE DECISION OF THE ARBITRATION PANEL CANNOT BE REVIEWED IN COURT BY A JUDGE AND JURY.**

**PROTECTIVE LIFE INSURANCE COMPANY**  
**Home Office: Birmingham, Alabama**  
**Administrative Office: [14755 North Outer Forty, St. Louis, MO 63017 (800) 950-6060]**

The following provision will become a part of the certificate language:

**ARBITRATION. THIS COVERAGE IS SUBJECT TO A VOLUNTARY NON-BINDING ARBITRATION CLAUSE THAT IS SET OUT FULLY IN THE GROUP POLICY. IT COVERS ANY DISPUTE ARISING OUT OF OR RELATING TO THIS COVERAGE. THIS INCLUDES DISPUTES ARISING OUT OF OR RELATING TO THE SOLICITATION OR SALE OF YOUR CERTIFICATE. THIS ARBITRATION IS BINDING. YOU WAIVE YOUR RIGHT TO A JURY TRIAL. YOU WAIVE ANY RIGHT YOU MAY HAVE FOR CLAIMS TO BE DECIDED IN A CLASS ACTION OR OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION. AN ARBITRATION AWARD MAY NOT LATER BE SET ASIDE IN COURT EXCEPT FOR THE LIMITED REASONS ALLOWED IN THE FEDERAL ARBITRATION ACT. THE COSTS OF ARBITRATION ARE SUBJECT TO THE FOLLOWING THREE RULES: (1) WE WILL PAY ALL COSTS OF ARBITRATION, EXCEPT AS PROVIDED IN THE NEXT TWO RULES; (2) EACH PARTY MUST BEAR THE COSTS OF ITS OWN ATTORNEYS, EXPERTS, AND WITNESS FEES AND EXPENSES, EXCEPT AS PROVIDED IN THE NEXT RULE; AND (3) THE ARBITRATORS MAY HOLD THAT A PARTY IS ENTITLED TO RECOVER ATTORNEY FEES AND OTHER FEES AND EXPENSES BASED UPON APPLICABLE LAW. THE PROCEEDINGS WILL TAKE PLACE IN THE COUNTY WHERE YOU LIVE, UNLESS WE AND YOU AGREE TO ANOTHER LOCATION. ARBITRATION BEGINS WHEN WE OR YOU SEND THE OTHER PARTY A DEMAND FOR ARBITRATION. THE PROCEEDINGS MUST BEGIN WITHIN 60 DAYS AFTER THE DEMAND HAS BEEN RECEIVED.**

**PROTECTIVE LIFE INSURANCE COMPANY**  
**Home Office: Birmingham, Alabama**  
**Administrative Office: [14755 North Outer Forty, St. Louis, MO 63017 (800) 950-6060]**

The following language is added and becomes a part of the Group Master Policy:

**ARBITRATION**

By signing this Policy, the parties recognize that:

- (1) the insurance provided under the Policy takes place in interstate commerce ("IC");
- (2) the insurance provided under the Policy substantially affects IC; and
- (3) the Federal Arbitration Act, 9 U.S.C. Section 1, et seq. (the "Act"), permits and promotes the use of arbitration as a means of settling disputes in matters arising from IC.

This arbitration clause covers disputes between the Company and a Claimant that arise out of or relate in any way to: (1) this Policy; (2) the solicitation or sale of this Policy; or (3) the payment or denial of any claim for benefits under this Policy. "Claimant" means any Owner, Insured or Beneficiary. It also means any person who is claiming rights through any of these parties. This clause requires that those disputes be submitted to non-binding arbitration under the terms of the Act.

***Absent a joining of arbitration as provided for below, and*** Except as otherwise provided in this arbitration clause, the arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded. The arbitration will be before a panel of three arbitrators selected as follows: (1) one by the Company; (2) one by the Claimant; and (3) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration.

***If a Claimant, the Company or any agent of the Company have any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, the Claimant and the Company consent to a joining of the arbitration proceedings.*** No Claimant will have the right to participate in a class action or any other collective or representative proceeding against the Company. Only a Court, and not arbitrators, can determine the validity of this class action waiver.

The arbitration is voluntary and non-binding on the parties. This means that the parties waive their right to seek remedies in court, including the right to jury trial. The arbitration award may only be reviewed or set aside as provided in the Act.

All arbitration proceedings will be conducted in the county where the Insured lives, unless all parties agree to another location. Arbitration begins when a Claimant or the Company sends another party a demand for arbitration. The proceedings must begin within 60 days after the demand has been received.

The party that prevails in the arbitration may submit the panel's award to a court with jurisdiction over the matter to obtain a judgment based on the award. The costs of arbitration are subject to the following three rules: (1) the Company will pay all costs of arbitration, except as provided in the next two rules; (2) each party must bear the costs of its own attorneys, experts, and witness fees and expenses, except as provided in the next rule; and (3) the arbitrators may hold that a party is entitled to recover attorney fees and other fees and expenses based upon applicable law.

If any part of this arbitration clause is deemed invalid or unenforceable, the remaining parts will remain valid and in force. If there is a conflict or inconsistency between this clause and other clauses of this Policy, this clause will govern.

**PROTECTIVE LIFE INSURANCE COMPANY**  
**Home Office: Birmingham, Alabama**

**To be attached and become a part of this application and certificate:**

**“NOTICE: IN ORDER FOR PROTECTIVE TO PROCESS A REFUND OF  
UNEARNED PREMIUM IT IS YOUR RESPONSIBILITY TO INFORM US OF  
THE EARLY PAYOFF OF YOUR LOAN. IF YOU DO NOT RECEIVE YOUR  
REFUND, PLEASE CALL 1-800-323-5771, EXTENSION 6240.”**

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## **Rate Information**

Rate data does NOT apply to filing.

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<i>Project Name/Number:</i>	<i>/</i>		

## Supporting Document Schedules

### Review Status:

**Satisfied -Name:** Filing Letter

09/23/2008

**Comments:**

Here is the filing letter.

**Attachment:**

Arkansas letter.pdf

**Asset Protection Division**

14755 North Outer Forty, Ste 400  
St. Louis, MO 63017  
636-536-5600 / 800-950-6060



September 23, 2008

Honorable Julie Benafield Bowman  
Commissioner of Insurance  
Arkansas Department of Insurance  
1200 West Third Street  
Little Rock, AR 72201-1904

RE: Endorsement	END-1000-POL-AR (09/08)
Endorsement	END-1000-CER-AR (09/08)
Endorsement	END-1000-APP-AR (09/08)
Disclosure	DISC-1301 3/08

Dear Director Bowman:

Submitted herewith are the above captioned revised Endorsements and a disclosure for your review and approval of their use with our filed and approved credit life and disability programs.

The endorsements will be attached to all certificates, policies, and applications, until such time as they are reprinted and the language will be included in the application, certificate and policy.

Your earliest review and approval of these revised endorsements will be appreciated. Should you have questions or require any additional information, please contact me at (800) 950-6060 ext. 5611 or e-mail to [susan.tucker@protective.com](mailto:susan.tucker@protective.com)

Sincerely,

Susan E. Tucker, AIAA, AIRC  
Regulatory Manager – Credit Products

enclosures